

## Professional indemnity insurance for sustainability and environmental

Policy summary

Policy wording ref: 22535 WD-PROF-UK-SAE(1)

### Key benefits: what risks are you protected against?

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Professional indemnity insurance covers you for compensation you have to pay to your clients or any other third parties as a result of problems with your work. We will pay for covered claims which are made against you during the period of insurance, up to the limit shown in your policy schedule. We will also pay your legal defence costs incurred with our agreement for covered claims.

We will pay compensation in relation to claims against you for:

- negligence or breach of duty to use reasonable care and skill: if you fail in a duty of care to your client, perhaps giving incorrect advice or making a mistake in your work;
- your advertising or branding: mistakes such as inadvertently defaming or infringing on the copyright of a third party;
- infringement of intellectual property rights like copyright or trademark;
- defamation: libel and slander;
- work undertaken on your behalf by sub-contractors or outsourcers;
- work undertaken by you in the name of a joint-venture;
- dishonesty of your employees, sub-contractors and outsourcers;
- fraudulent or criminal provision of environmental certificates by certificate provider;
- your client's failing to receive expected financial incentive or financial support or incentivised, special or enhanced tariff rate as a result of your failure to use reasonable care and skill;

We will also pay your reasonable and necessary costs:

- if you are subject to an official examination, inquiry or proceeding, including criminal proceeding;
- to avoid or reduce the severity of a claim.

We will also pay your direct losses suffered as a result of:

- defending against an investigation brought against you by the Competition and Markets authority or the Advertising Standards Agency for potentially misleading environmental or social responsibility credentials that are included in your advertising;
- additional costs you incur to expedite a replacement sustainability supplier as a result of a covered claim;
- infringement of your copyright: cover for legal costs to help you pursue a claim.

### Significant or unusual exclusions and limitations

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We will not make any payment for your lost profit or any trading loss suffered by you. We will not pay for claims or losses arising from:

- pollution or contamination, unless arising from your breach of a duty of care, however there are certain categories of claim which we will not pay for in any event;
- any bodily or mental injury or death, unless arising from your breach of a duty of care to use reasonable care and skill;
- the ownership, use or possession of any land, building, animal or vehicle;
- the loss, destruction or damage to tangible property, unless arising from your breach of duty to use reasonable care and skill;
- your supply, manufacture, sale, installation or maintenance of any product, unless arising from your breach of duty to use reasonable care and skill;
- anything which was likely to lead to a claim and which you knew about before the policy started;
- any contractual terms which make you responsible for losses that you would not be responsible for if the term did not exist;
- any breach of your obligations as an employer;
- any discrimination, harassment or unfair treatment, unless arising from your breach of duty to use reasonable care and skill;
- defective workmanship or the supply of defective materials by you or your sub-contractors or outsourcers;
- work performed by a specialist, designer or consultant working for you as a sub-contractor, unless you have taken reasonable steps to ensure they maintain professional indemnity and there is a written contract in place between you and them;
- terrorism, civil commotion, strikes, war, communicable disease or nuclear risks; including any fear or threat of such an incident, or any action taken in controlling, preventing or responding to such an incident;
- a cyber attack, hacker or social engineering communication; including any fear or threat of such an incident, or any action taken in controlling, preventing or responding to a such an incident;
- any negligent act, error or omission in the operation or maintenance of computer or digital technology such as development, installation, patching or upgrading;



- the failure or interruption of the service provided by internet, cloud services telecommunications, utilities or other infrastructure providers;
- the processing, acquisition, storage, damage, loss, alteration, disclosure, use of or access to personal data. We will pay such claims where they arise from your performance of a business activity and which is not otherwise excluded. Subject to the limit shown in the schedule.

Please read the policy for details of its terms in full.

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